

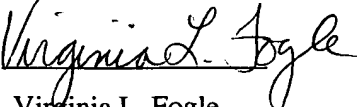


Docket No.: PD-980183
Customer No.: 020991

DECLARATION OF VIRGINIA L. FOGLE
IN SUPPORT OF
PETITION UNDER 37 CFR 1.47(b)

1. My name is Virginia L. Fogle. I work for Hughes Network Systems as an assistant to John T. Whelan, Registration No. 32,448, the attorney responsible for the filing and prosecution of Application No. 09/755,920.
2. On September 28, 2000, I sent a Declaration attached to the present application by Federal Express to the home of Mr. Jonathon Hutchings, the sole inventor of this invention. The Declaration was sent to Mr. Hutchings' home for his review and signature because, at that time, Mr. Hutchings was no longer an HNS employee. The Federal Express package also included a memo to Mr. Hutchings specifically advising him what actions were required on his part.
3. Soon after September 28, 2000, I phoned Mr. Hutchings at his home to verify receipt by Mr. Hutchings. At that time, Mr. Hutchings confirmed receipt of the package but advised me that he refused to sign the Declaration without additional compensation from HNS.
4. Mr. Whelan attempted to call Mr. Hutchings at that time to discuss the matter but was unable to reach Mr. Hutchings.
5. The present application was filed in the USPTO on January 05, 2001. At that time, I again called Mr. Hutchings and requested that he sign the Declaration and return it to me for filing with the Patent Office. I further advised Mr. Hutchings of the Mr. Whelan's position, notably that Mr. Hutchings was under an obligation to sign the Declaration as a result of his previous employment agreement with HNS and that no additional compensation would be forthcoming for Mr. Hutchings' cooperation. At that time, Mr. Hutchings told me that he would "think about signing the paperwork".
6. On January 18, 2001, Mr. Hutchings called me and stated again that "he would not sign anything without being compensated."
7. I hereby declare that all statement made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such false statements may jeopardize the validity of the application or any patent issued thereon.

Date: 6/15/01


Virginia L. Fogle



HUGHES

COMBINED DECLARATION FOR PATENT APPLICATION AND POWER OF ATTORNEY

Attorney Docket No: PD-980183

- ☒ Original
☐ Continuation
☐ Division
☐ Continuation-in-Part
☐ Supplemental

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled: **A System And Method For Providing A Timing Reference For Data Transmission In A Satellite-Based Communications Network**

the specification of which:

(check one) ☒ is attached hereto.
☐ was filed on _____ as Application Serial No. _____.

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by an amendment referred to above.

I acknowledge the duty to disclose to the United States Patent and Trademark Office all information known to me to be material to patentability as defined in Title 37, Code of Federal Regulations, §1.56.

I hereby claim foreign priority benefits under 35 U.S.C. §§119(a)-(d) or 365(b) of any foreign application(s) for patent or inventor's certificate, or 365(a) of any PCT international application that designated at least one country other than the United States of America, listed below and have also identified below any foreign application(s) for patent or inventor's certificate, or of any PCT international application, having a filing date before that of the application on which priority is claimed:

| Foreign Application Number | Country | Foreign Filing Date (MM/DD/YYYY) | Priority Claimed | Certified Copy Attached |
|----------------------------|---------|----------------------------------|--|--|
| | | | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | | | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |

I hereby claim the benefit under 35 U.S.C. §119(e) of any United States provisional application(s) listed below:

| Application Number | Filing Date (MM/DD/YYYY) |
|--------------------|--------------------------|
| | |
| | |

I hereby claim the benefit under 35 U.S.C §120 of any United States application(s), or 365(c) of any PCT international application designating the United States of America, listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States or PCT international application in the manner provided by the first paragraph of 35 U.S.C. §112, I acknowledge the duty to disclose to the United States Patent and Trademark Office all information known to me to be material to patentability as defined in 37 C.F.R. §1.56 which became available between the filing date of the prior application and the national or PCT international filing date of this application:

| U.S. Parent Application or Parent PCT Number | Filing Date (MM/DD/YYYY) | Patent Number (if applicable) |
|--|--------------------------|-------------------------------|
| | | |
| | | |

I hereby appoint the following attorneys, or agent and attorneys, to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith:

John T. Whelan
Craig L. Plastrik
Michael W. Sales

Registration No. 32,448
Registration No. 41,254
Registration No. 30,213

Correspondence Address:

Name: Hughes Electronics Corporation
Patent Docket Administration

Address: P.O. Box 956
Bldg. 1, Mail Stop A109

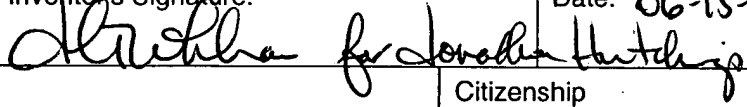
City/State/Zip: El Segundo, CA 90245-0956

Country: USA

Telephone: 301-428-5965

Facsimile: 301-428-2802

I hereby declare that all statement made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. § 1001 and that such false statements may jeopardize the validity of the application or any patent issued thereon.

| | | |
|---|---|----------------|
| Full Name of Sole or Joint Inventor: Jonathon M. Hutchings | Inventor's Signature:  | Date: 06-15-01 |
| Residence (City and State) Encinitas, CA | Citizenship USA | |
| Residence Address (Street/City/State/Zip) 125 Countryhaven Road, Encinitas, CA 92024 | | |
| Full Name of Joint Inventor: | Inventor's Signature: | Date: |
| Residence (City and State) | Citizenship | |
| Residence Address (Street/City/State/Zip) | | |
| Full Name of Joint Inventor: | Inventor's Signature: | Date: |
| Residence (City and State) | Citizenship | |
| Residence Address (Street/City/State/Zip) | | |
| Full Name of Joint Inventor: | Inventor's Signature: | Date: |
| Residence (City and State) | Citizenship | |
| Residence Address (Street/City/State/Zip) | | |



EMPLOYEE STATEMENTS & AGREEMENTS

SAFEGUARDING CLASSIFIED INFORMATION

The Hughes Aircraft Company, a corporation hereinafter referred to as "Hughes", is engaged in national defense work and is contractually obligated by a Security Agreement with the United States Government to comply with laws and regulations pertaining to the safeguarding of classified information and material.

Pursuant to the above statement concerning contractual security obligations, and in consideration of my employment by Hughes and as a condition thereof, I understand and agree to the following with respect to security:

- A. That I have a continuing individual responsibility for safeguarding classified information to which I may have access during my employment by Hughes.
- B. That upon disclosing or releasing classified information to another person, I am responsible for determining that the prospective recipient is an authorized person and for advising the recipient of the classification of the information disclosed.
- C. That the unauthorized disclosure of classified information violates Department of Defense regulations and contractual obligations and is punishable under the provisions of Federal Criminal Statutes.

SAFETY

I understand that safety is a prime requisite in my employment by Hughes, and that I am responsible for understanding and observing established safety standards to prevent injury to myself and other persons, or damage to equipment and property. I understand that I may be required to wear or not wear certain standard garments and/or accessories in a particular department as specified in Hughes' policies or safety practices.

PROPRIETARY INFORMATION, COPYRIGHTS, MASK WORKS & INVENTIONS

Hughes Aircraft Company is a major electronics firm engaged both in the United States and abroad in the research, development, manufacturing and support of electronic, missile and spacecraft systems, components and materials for military and commercial programs and ventures. This is the "Business of Hughes."

The success of Hughes depends, among other things, upon maintaining strict secrecy with respect to its trade secrets, accounting, costs, research, development, sales and other proprietary information relating to the Business of Hughes, and to which proprietary information employees may acquire knowledge or have access during the course of their employment by Hughes. All information regarding such trade secrets, accounting, costs, research, development and sales are hereinafter collectively referred to as "Proprietary Information."

The success of Hughes also depends upon the timely receipt of disclosures of inventions made by Hughes employees in the course of their employment and, in appropriate circumstances, the full cooperation of employee-inventors in filing, maintaining and enforcing United States and foreign country patent applications and patents covering such inventions.

In view of the foregoing and in consideration of my employment by Hughes and as a further condition thereof, I agree as follows:

A. PROPRIETARY INFORMATION

I shall use my best efforts to exercise utmost diligence to protect and guard the Proprietary Information of Hughes and its subsidiaries. Neither during my employment by Hughes nor thereafter shall I, directly or indirectly, use for myself or another, or disclose to another, any Proprietary Information (whether acquired, learned, obtained or developed by me alone or in conjunction with others), of Hughes or any subsidiary, except as such disclosure or use may be required in connection with my employment with Hughes or may be consented to in writing by Hughes. Upon request by Hughes at any time, including the event of my termination of employment with Hughes, I shall promptly deliver to Hughes, without retaining any copies, notes or excerpts thereof, all memoranda, journals, notebooks, diaries, notes, records, plats, sketches, plans, specifications or other documents relating directly or indirectly to any Proprietary Information made or compiled by or delivered or made available to or otherwise obtained by me. Each of the foregoing obligations shall also apply with respect to Proprietary Information of customers, contractors and others with whom Hughes or any subsidiary has a business relationship, learned or acquired by me during the course of my employment by Hughes. The provisions of this section shall continue in full force and effect after my termination of employment for whatever reason.

B. COPYRIGHTS & MASK WORKS:

All rights in and to any copyrightable material (including, but not limited to, computer programs) or material protectable as a mask work under the Semiconductor Chip Protection Act of 1984 which I may originate pursuant to or in connection with the Business of Hughes, and which are not expressly released by Hughes in writing, shall be the sole and exclusive property of Hughes, its successors, assigns or other legal representatives.

C. INVENTIONS

With the exception of "EXEMPT" inventions as defined herein, any and all inventions, including developments and discoveries, whether or not patentable, which I may conceive or first reduce to practice, either alone or with others during the period of my employment by Hughes (hereinafter referred to as Hughes inventions) shall be the sole and exclusive property of Hughes and shall be promptly disclosed to Hughes in writing.

Inventions which I consider to be EXEMPT, made solely or jointly with others during the term of my employment, shall be disclosed in confidence to Hughes for the purpose of determining such issues as may arise. I shall do all acts required or desirable to provide for full title to certain patents and inventions to be in the United States as required by contracts between Hughes and the United States or any of its agencies.

An EXEMPT invention is one which:

- (a) was developed entirely on my own time without using Hughes' equipment, supplies, facilities, or trade secret information; and
- (b) does not relate at the time of conception or reduction to practice of the invention to Hughes' business, or to its actual or demonstrably anticipated research or development; and
- (c) does not result from any work performed by me for Hughes.

I shall, without further compensation or consideration, but at no cost or expense to me:

- (a) communicate to Hughes, its successors, assigns or other legal representatives (hereinafter referred to as Hughes et al), any facts known by me respecting said Hughes inventions;
- (b) do all lawful acts, including the execution and delivery of all papers and proper oaths and the giving of testimony deemed necessary or desirable by Hughes et al, with regard to said Hughes inventions, for protecting, obtaining, maintaining and enforcing any and all Letters Patents in the United States and throughout the world for said Hughes inventions, and for perfecting, affirming, recording and maintaining the title of Hughes et al; and
- (c) generally cooperate to the fullest extent in all matters pertaining to said Hughes inventions, developments or discoveries, any and all said Letters Patents and title thereto of Hughes et al.

Listed below by descriptive title for purposes of identification only are all of the inventions made by me (conceived and reduced to practice) prior to my employment by Hughes which I consider to be my property and excluded from this Agreement.

(Continue on separate sheet if additional space is required)

NOTICE UNDER SECTION 2872

This Agreement has been drafted to be in conformance with Section 2870 of Article 3.5 (INVENTIONS MADE BY EMPLOYEE) of the Labor Code of the State of California as amended July 15, 1986 and, as required by Section 2872, notification is hereby given that this Employment Agreement does not apply to an invention which qualifies as an "EXEMPT" invention under the provisions of Section 2870.

CONFLICT OF INTEREST AND BUSINESS ETHICS

I have been given a copy of Company Policy GM4, "Conflict of Interest and Business Ethics," dated _____ which I have read and understand. I declare that I do not now have a conflict of interest as defined therein, and that I will bring any actual or potential changes to this status during my employment by Hughes to the attention of Hughes management. I have also been given a copy of the Company publication, Integrity — Standards of Business Ethics and Conduct for Employees of Hughes Aircraft Company, and I agree to read this booklet and to abide by the standards as outlined therein.

I have read, and I understand and agree to comply with, all conditions above without any reservations whatsoever. I likewise acknowledge receipt of a copy of the Company Rules & Regulations which I shall detach from this form and retain for reference.

Jan Lison
Witness Signature

7-25-88
Date

Jonathan H. H. H.
Employee Signature

Payroll No. 83325